



THE FOLLOWING ORDER
IS APPROVED AND ENTERED
AS THE ORDER OF THIS COURT:

DATED: November 14, 2016

A handwritten signature in black ink, appearing to read "Beth E. Hanan", is written over a horizontal line.

Beth E. Hanan
United States Bankruptcy Judge

UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF WISCONSIN

In re:
JAMES E. MILLER, JR.,
dba Z & J INVESTMENTS,
Debtor.

Chapter 13
Case No. 13-23446-BEH

ORDER ON STIPULATION ON MOTION FOR RELIEF FROM AUTOMATIC
STAY , CO-DEBTOR STAY, AND ABANDONMENT OF BAYVIEW LOAN SERVICING,
LLC AS SERVICER FOR THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW
YORK, AS TRUSTEE FOR CWALT, INC., ALTERNATIVE LOAN TRUST 2007-25
MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2007-25 FOR RELIEF
RE: PROPERTY LOCATED AT:
2567 South 92nd Street, West Allis, Wisconsin 53227

Based on the parties' Stipulation, the files and proceedings had herein, and good cause
existing to continue the automatic stay upon certain terms,

IT IS ORDERED that the motion is denied subject to the following conditions:

1. Commencing with the December 1, 2016 payment, debtor shall resume making

Drafted by:

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regular post-petition mortgage payments pursuant to the terms of the mediation program. The monthly payment beginning December 1, 2016, shall be \$4,063.95 until further notice. Payments shall be sent exclusively to Bayview Loan Servicing, LLC, at 4425 Ponce de Leon Boulevard, Fifth Floor, Coral Gables, FL 33146.

2. If mediation is unsuccessful, the Debtor shall submit to the Court an amended chapter 13 plan within 14 day of the filing of the mediator's final report to surrender the property or pay the arrears in full.

3. Movant is granted a doomsday provision on all monthly payments which come due December 1, 2016 through May 1, 2017. That, if debtor fails to, for any reason, timely make any monthly payment which comes due December 1, 2016 through May 1, 2017, providing for a 15 day grace period on future regular installments only, upon the filing of a statement of default of any of Bayview Loan Servicing, LLC as servicer for Movant's attorneys and notice to the debtor and counsel for debtor, Bayview Loan Servicing, LLC as servicer for Movant shall be entitled to submit an order granting the relief requested in the original motion, including relief from the automatic stay, co-debtor stay, and abandonment.

4. Thereafter, in the event debtor fails to, for any reason, timely make any monthly payment, mediation is unsuccessful, or debtor breaches any of the remaining terms and conditions of the note and mortgage, Movant may renew its motion for relief for the remainder of this case by letter request to the court and without the need to pay an additional filing fee.

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